

Interlocal Agreement

City of Lincoln, Parks and Recreation Department

and

Nebraska Game and Parks Commission

Bowling Lake Angler Access Project

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and among the Nebraska Game and Parks Commission, an agency of the State of Nebraska (hereafter referred to as "NGPC") and the City of Lincoln through the Parks and Recreation Department, a political subdivision of the State of Nebraska (hereafter referred to as the "City").

RECITALS:

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 *et seq.* of the State of Nebraska, provides that two or more public entities may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act and no separate legal or administrative entity is created under this Agreement, and

WHEREAS, the Fisheries Division of the NGPC and the City desire to improve fishing access for mobility challenged anglers at Bowling Lake located at N.W. 48th & W. Cuming Streets, Section 6, Township 10, Range 6 in the City of Lincoln, Nebraska by constructing ADA compliant fishing piers and facilities (hereafter referred to as the "Project") using funds from the Aquatic Habitat Program, and

WHEREAS, all Parties agree the construction of improvements to Bowling Lake will be for the mutual benefit and interest of all Parties involved and that such improvements will be available and benefit the general public.

NOW, THEREFORE, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 *et. seq.*, and for and in consideration of the foregoing recitals and mutual covenants hereafter expressed, the Parties agree as follows:

A. City Responsibilities.

1. Provide the funding to purchase and install two (2) new valves for the water supply

intake system associated with the previously completed lake rehabilitation work.

2. Provide the funding to purchase and install the pre-manufactured toilet shelter structure and the fishing pier shelter structures.

3. Assume all the post construction operation and maintenance of Bowling Lake and associated park amenities.

4. Furnish NGPC with invoices containing the name, address and social security number or federal tax identification number for the purchase and installation of the valves as described in A.1. within sixty (60) days of completion.

B. NGPC'S Responsibilities.

1. Pay for engineering services and construction of the Project, including consultant fees, contractor construction and related costs with funds provided by the Aquatic Habitat Program.

2. Acquire all permits necessary for the Project.

3. Reimburse the City up to \$30,000 for the purchase and installation of 2 new valves for the water supply intake system, which the City operates and maintains, with funds provided by the Aquatic Habitat Program within sixty (60) days of receipt of invoices.

4. Reimburse the City up to \$24,000 for the purchase of the pre-manufactured toilet shelter structure and the fishing pier shelter structures, which the City operates and maintains, with funds provided by the Aquatic Habitat Program within sixty (60) days of receipt of invoices.

C. Duration.

1. This Agreement shall have 25 year duration, commencing upon the occurrence of the signatures of both Parties being affixed hereto.

D. Recreational Liability and Indemnification.

1. The Parties acknowledge that in accordance with the Recreation Liability Act, *Neb. Rev. Stat. §§ 37-729 through 37-736*; the Political Subdivisions Tort Claims Act, *Neb. Rev. Stat. § 13-910(13)*; and the Tort Claims Act, *Neb. Rev. Stat. § 81-8,219(13)(a) and (b)*; no fees for usage of the facilities will be assessed the public; and

2. Nothing contained in this Agreement is intended or shall be construed to be an agreement that waives, removes or limits the exemption from liability conferred on NGPC or upon the City as the manager of the land by virtue of *Neb. Rev. Stat. § 81-8,219(13)(a) and (b)* and *Neb. Rev. Stat. § 13-910(13)*.

3. To the extent allowed by law, the Parties agree to mutually indemnify and hold harmless each other from all claims, demands, suits, actions, payments, liability, and judgments, including reasonable attorney's fees arising out of or resulting from this project.

E. Designation of representative.

Each Party shall designate a person to be its representative for coordinating the terms and conditions of this Agreement and shall upon the execution hereof, furnish in writing to the other Party the contact information for such representative. The representative may, upon written notification, be changed from time to time at the discretion of each Party.

F. No agency relationship.

Nothing in this Agreement shall be construed or interpreted as authorizing either Party, its agents or employees, to act as agents or representatives for or on behalf of the other Party, or to incur any obligation of any kind on behalf of the other Party.

G. Amendments.

Either Party may propose an amendment to this Agreement by submitting it in writing to the other Party, who shall within thirty (30) days consider in good faith the proposed amendment; provided, however, that no such amendment shall, directly or indirectly, affect or impair any written agreements entered into prior to the effective date of such amendment. No amendment or other modification to this Agreement shall be effective unless it is in writing and approved by both Parties. Such amendment shall become effective after the Parties have executed it.


H. No Discrimination.

The City and NGPC shall not discriminate against any person or persons because of race, creed, color, sex or national origin in the conduct of its operations hereunder.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates hereinafter indicated.

Executed by NEBRASKA GAME AND PARKS COMMISSION, this 16th day of January, 2013.

NEBRASKA GAME AND PARKS COMMISSION

By  _____
Deputy Assistant Director

Executed by CITY OF LINCOLN, this _____ day of _____, 2013.

CITY OF LINCOLN, NEBRASKA

By _____
Mayor